

## **Sample language regarding implementation of indigent public defense standards**

### **Option 1**

*Whereas, the City desires to contract with the Public Defender under the guidance of the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City in Resolution XXXX.*

### **Option 2**

*XXXXX will provide indigent defense services in accordance with the standards set forth by Washington State Supreme Court Rule and the Washington State Bar Association (hereinafter "Standards"). These Standards are incorporated by this reference as if herein set forth. Where the standards differ, the Supreme Court Rule trumps the Washington State Bar Association standard. In the event the Standards adopted by the cities are amended in order to incorporate changes in order to conform to changes in Washington Supreme Court Rules or in the Washington State Bar Association Standards, the parties agree to reopen this Contract in order to incorporate those changes and adjust the provisions of this Agreement, including compensation as needed to conform this Contract to the Standards. XXXX warrants that XXX, and every attorney and/or intern employed by XXXX to perform services under this Contract, has read and is fully familiar with the provisions of the Washington Supreme Court Rule, the Washington State Bar Association Standards, and the Standards adopted by the Cities ("Standards"). Compliance with these Standards goes to the essence of this Agreement.*

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## **Sample language outlining how the parties will gather and utilize court case data**

*XXX shall maintain a system to collect the following information, referenced in the reports of the Public Defense Administrator as "data points." The information gathered shall include:*

- 1. The number of cases assigned with the year-to-date total;*
  - 2. The number of closed cases in which expert services were requested;*
  - 3. The number of closed cases in which interpreter services were requested, either in court or for utilization by XXXX;*
  - 4. The number of closed cases in which an investigator was used; the number of closed cases in which substantive motions were filed; the number of closed cases which were tried by a jury, by a judge, or in which charges were dismissed or significantly reduced on the day of trial; and*
  - 5. The number of cases which were resolved by the dismissal of the charges, a significant reduction in charges or dismissal of other cases with a plea on the remaining case(s); the number of appeals and/or writs; and the number of attorney and investigator hours per closed case.*
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## **Sample contract language describing how the parties will measure case counts**

*Based upon case counts maintained by attorneys and reviewed by the Cities, current estimates for annual case counts for all indigent cases filed by XXX is approximately XXXXX cases or about XXXXX cases per quarter. As provided in the Standards, the case counts also include the XXXX appearance at all arraignments, status, post-conviction proceedings and calendars. The terms "case" and "credit" shall be defined as provided in the Standards.*

Note: All sample contract language provided courtesy of Drew Pollom, Associate, with [Ogden Murphy Wallace](#) and author of [Public Defense Standards Are Changing: Selecting and Contracting for Public Defense Services](#).